FILED
U.S. DISTRICT COURT
NORTHERN DISTRICT OF IOWA

2003 JUL 15 AM 9: 15

CEDAR RAPIDS HDQTRS. OFFICE

BY__________

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CENTRAL DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	No. C 03-3064-MWB.
	)	
vs.	)	
	)	
A. J. DECOSTER	)	
	)	
Defendant.	)	

STIPULATION OF SETTLEMENT IN LIEU OF FORFEITURE

COMES NOW the United States of America, plaintiff in the above-entitled action, by and through its attorneys, Charles W. Larson, Sr., United States Attorney for the Northern District of Iowa, and Martin J. McLaughlin, Assistant United States Attorney, and A. J. DeCoster by and through his attorney, Leon F. Spies, and enter into this Stipulation of Settlement in Lieu of Forfeiture as follows:

1. Pursuant to the terms of the plea agreement entered into between the United States and A. J. DeCoster, the United States has agreed to accept one million two-hundred fifty thousand dollars ($1,250,000) in lieu of forfeiture of property of A. J. DeCoster.

2. The United States respectfully requests that the Court approve this Stipulation of Settlement pursuant to the terms of 19 U.S.C. § 1613(c) which allows the United States to accept a monetary settlement in lieu of forfeiture pursuant to the customs laws.

3. The United States agrees to accept a monetary settlement of one million

two-hundred fifty thousand dollars ($1,250,000) in lieu of forfeiture of property of A. J. DeCoster, pursuant to 19 U.S.C. § 1613(c). An entire payment of one million, two-hundred fifty thousand dollars ($1,250,000) is to be paid to the United States by A.J. DeCoster prior to the time of the sentencing in the criminal case of A. J. DeCoster. Until such time as the payments to the United States have been completed and the debt to the United States under the terms of this settlement agreement have been satisfied in full, the United States will retain a lien on the property of A. J. DeCoster and the entry of the order by the court will be a judgment against A. J. DeCoster until paid in full.

5. Payments shall be made payable to the United States Marshals Service in the form of a cashier's check or money order and sent in care of the United States Attorney's Office at 401 1st Street SE, Suite 400, Cedar Rapids, Iowa 52401 to the attention of Martin J. McLaughlin, Assistant United States Attorney.

6 Pursuant to Department of Justice Policy, the United States Marshals Service will accept this monetary settlement and deposit the money in the same manner as the proceeds from the sale of forfeited property on behalf of the United States of America.

7. In the event that A.J. DeCoster, files for bankruptcy protection pursuant to Title 11 of the United States Code, the parties agree that this debt is non-dischargable and as a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit

and is not compensation for actual pecuniary loss, this obligation to the United States is an exception to discharge pursuant to 11 U.S.C. §523(7).

CHARLES W. LARSON, SR.
United States Attorney

Dated: 7/11/03

By: [signature]
Martin J. McLaughlin
Assistant United States Attorney
PO Box 74950
Cedar Rapids, IA 52407-4950
(319) 363-0091
(319) 363-1990 - fax

Dated: 3-12-03

By: [signature]
Leon Spies

ATTORNEY FOR A. J. DECOSTER

Dated: 3/10/03

[signature]
A. J. DECOSTER